

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Sales and Marketing Corporation		11/01/2010	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Morningstar, Inc.		
Street Address:	22 West Washington Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3676526	ANNUITY INTELLIGENCE REPORT	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	5616.48		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

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TRADEMARK
REEL: 004409 FRAME: 0382

Date:

11/04/2010

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of November 1, 2010 by and between Advanced Sales and Marketing Corporation, an Illinois corporation ("Assignor"), and Morningstar, Inc., an Illinois corporation ("Assignee").

RECITALS

A. Assignee, Assignor, Karen Larson and Kevin Loffredi have entered into that certain Asset Purchase Agreement dated as of October 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to the Purchased Assets and the assumption by Assignee of the Assumed Liabilities; and

B. In accordance with the Purchase Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of the registered trademarks and common law marks registered or in use in the United States or any foreign country relating to the Purchased Assets and any trademark applications relating to the Purchased Assets filed by Assignor (collectively, the "Marks"), whether or not referenced on Exhibit A annexed hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment of Marks.

(a) Assignor does hereby assign, transfer and convey to Assignee all rights, title and interest in and to the Marks, together with the goodwill of the business associated therewith, including (i) the sole and exclusive right to register the Marks under the laws of the United States and any other jurisdiction worldwide, now or hereafter in effect, and to renew any registration to the extent required or permitted, (ii) the sole and exclusive right to all income, royalties and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements or misappropriations of the Marks, (iii) the sole and exclusive right to bring and maintain actions for future, present and past trademark infringement or misappropriation, including the right to sue for infringement damages incurred or arising prior to the date hereof and collect the same and (iv) all rights in the trade dress, labels and designs associated with the Marks.

(b) Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of the Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to transfer, vest, record and perfect good, valuable and marketable right, title and interest in Assignee, its successors, assigns, and legal representatives.

(c) Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 2(a) not been made. Assignor further covenants and agrees not to seek to challenge the validity of any of such Marks or oppose any trademark application related to the Marks, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. Recording of Assignment. Assignor hereby authorizes Assignee to request the relevant government entity or agency to record Assignee as the assignee and owner of the entire right, title and interest in and to each of the Marks for the sole use and enjoyment of Assignee, its successors, assigns and other legal representatives.

4. Representations and Warranties of Assignor. The Assignor represents and warrants to the Assignee as follows: (i) it has full ownership rights in and to the Marks, and the sole and exclusive right to convey full ownership of the Marks to Assignee, (ii) this Assignment does not violate or contravene the rights of any third party, (iii) the Marks do not violate or contravene the rights of any third party, and (iv) the rights of Assignor in and to the Marks are not subject to any lien, claim or encumbrance.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to the choice of law principles thereof.

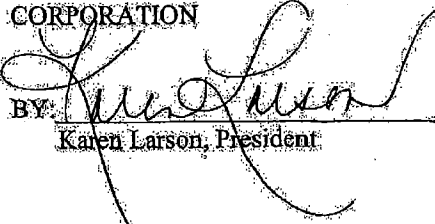
6. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof.

7. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee as set forth in the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

ADVANCED SALES AND MARKETING CORPORATION

BY: 

Karen Larson, President

MORNINGSTAR, INC.

BY: _____
Name: _____
Title: _____

Assignment of Trademarks

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment as of the date written above.

ADVANCED SALES AND MARKETING
CORPORATION

BY: _____
Karen Larson, President

MORNINGSTAR, INC.

BY: SCC
Name: Scott Cooley
Title: CEO

Assignment of Trademarks

TRADEMARK
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EXHIBIT A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Date of Registration</u>
ANNUITY INTELLIGENCE REPORT	3,676,526	September 1, 2009

ABANDONED TRADEMARK REGISTRATION APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Date Abandoned</u>
Advanced Sales Corporation	October 10, 2006	October 31, 2007
Advanced Sales and Marketing Corporation	May 5, 2005	June 6, 2006